

eFiled & eRecorded
DATE: 5/10/2019
TIME: 10:04 AM
DEED BOOK: 05708
PAGE: 00368 - 00380
RECORDING FEES: \$36.00
PARTICIPANT ID: 0872179815,7067927936
CLERK: Alan Lee
Carroll County, GA
Cross-References: 1

After Recording Return to: Cross-Reference: Deed Book 5074, Page 1

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a)

Fee Owner of Property/Grantor:	Southwire Company, LLC One Southwire Drive Carrollton, GA 30119
Grantee/Holder:	Southwire Company, LLC One Southwire Drive Carrollton, GA 30119
Grantee/Entity with Express power to enforce:	State of Georgia Department of Natural Resources Environmental Protection Division 2 Martin Luther King, Jr. Drive, SE Suite 1054 East Atlanta, Georgia 30334

Parties with interest in the Property: N/A

Property:

The area subject to this Environmental Covenant is known as Copper Division (CD) Process Area (hereinafter "Property") and is the approximately 69.49 acres of Southwire Company, LLC (hereinafter "Southwire") Carrollton Facility south of Highway 166 in Carrollton, Carroll County, Georgia. The main tract of land containing this area was conveyed on July 2, 1970 from Southwire Realty to Southwire recorded in Map CD022901, Page CD022902, Carroll County Records. The area is located in Land Lots 229, 230, and 252 of the 5th District of Carroll County, Georgia. A complete legal description of CD Process Area is attached as Exhibit A-1 and a map of the area is attached as Exhibit B-1. Contained within the CD Process Area is Hazardous Waste Management Unit B (hereinafter "HWMU B") for which an Environmental Covenant, executed on February 7, 2012 and recorded with the Recorder of Deeds for Carroll County on March 12, 2012, is in place. HWMU B is approximately 2.49 acres entirely within the CD Process Area of Southwire. The tract of land containing this HWMU B area was conveyed on July 2, 1970 from Southwire Realty to Southwire recorded in Map CD022901, Page CD022902, Carroll County Records. The area is located in Land Lot 229 of the 5th District of Carroll County, Georgia. A complete legal description of HWMU B is attached as Exhibit A-2 and a map of the area is attached as

Exhibit B-2. This Environmental Covenant for the CD Process Area Property is intended to incorporate the Environmental Covenant specific to the HWMU B area and existing covenant restrictions, such that the HWMU B covenant, upon execution by all parties of the CD Process Area Environmental Covenant, will be revoked.

Tax Parcel Number(s):

110 0007, C06 0250012, 110 0008, of Carroll County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents:

- Copper Division Corrective Action Plan dated August 4, 2017, as amended (hereinafter "CD CAP") [includes Attachment B, Copper Division Operations, Monitoring and Maintenance Plan ("CD OMM Plan")]
- Closure Report dated April 30, 2010, as amended (hereinafter "Closure Report")

These documents are available at the following locations:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

Description of Contamination and Corrective Action:

This Property is subject to the requirements of Resource Conservation Recovery Act (RCRA) hazardous waste facility permit [HW-068(D)]. Historical facility operations have impacted environmental media at the site, and the presence of hazardous waste, hazardous waste constituents, or hazardous constituents regulated under the Georgia Hazardous Waste Management Act, § 12-8-60 *et seq.* (Act) and the Georgia Hazardous Waste Management Rules, 391-3-11 (Rules) were indicated to be present. Two hazardous waste management units (HWMUs) and several solid waste management units (SWMUs) and areas of concern (AOCs) were identified in the CD area and were subsequently assessed for potential risk to human health and the environment based on current land use as an industrial facility (i.e. non-residential). Institutional controls are required to maintain use and access at the Property for non-residential use. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Southwire, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors

and assigns. This Environmental Covenant is required to maintain use and access at the Property for non-residential use and prohibit groundwater use as a source of drinking water. The Property is private and owned and maintained solely by Southwire as an industrial facility. Southwire will maintain the land use controls, including site fencing and access control, already in place within the Property. Institutional controls limiting the use to non-residential activities and prohibiting groundwater use as a source of drinking water are necessary to protect human health and the environment.

Grantor, Southwire, hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. EPD shall have full right of enforcement and the rights conveyed under this Environmental Covenant pursuant to the Act and Rules. Failure to timely enforce compliance with the Environmental Covenant or the use or activity limitation contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Southwire makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of EPD, Southwire and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, Southwire or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property from non-residential to residential.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in the Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Periodic Reporting. Annually, by no later than January 30th of each calendar year, the Owner shall submit to EPD an Annual Report including but not limited to inspection and certification of non-residential use of the Property, inspection of Engineering Controls, verification of implementation of

the CD OMM Plan, confirmation that no drinking water wells have been installed on the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined as any real property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification (SIC) major groups 01-97 inclusive (except the four-digit codes 4941, 8051, 8059, 8062-3, 8069, 8211, 8221-2, 8351, 8661, and 9223), and defined in and allowed under the Carroll County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in changes to the exposure pathways in the CD CAP for the CD Process Area or the Closure Report dated April 30, 2010 specific to HWMU B must be evaluated for risk potential and EPD advised accordingly, and approved by EPD prior to implementation.
6. Engineering Controls. Security measures including fencing and access control shall be maintained.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water use purposes shall be prohibited.
8. Permanent Markers. Permanent markers on each side of the HWMU B Area shall be maintained that delineate the restricted area. Disturbance or removal of such markers is prohibited.
9. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating the corrective action; to take samples, to inspect the Property, to inspect records that are related to the corrective action program, and to determine compliance with this Environmental Covenant.
10. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a record interest in the Property subject to the covenant, (2) each person in possession of the real property(ies) subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real properties subject to the covenant are located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-9, unless and until the Director determines that the Property meet residential clean-up standards, whereupon the Environmental Covenant may be amended or revoked in accordance O.C.G.A. § 44-16-1 *et seq.*
12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 29th day of April, 2019.

Signed, sealed, and delivered in the presence of:

Paul N. Sims
Unofficial Witness (Signature)

Paul N. Sims
Unofficial Witness Name (Print)

1 Southwire Drive
Carrollton, GA 30119
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: July 27, 2019

For the Grantor:

Southwire Company LLC
Name of Grantor (Print)
Burt M. Fealing
Grantor's Authorized Representative (Signature)

Burt M. Fealing
Authorized Representative Name (Print)

EVP, General Counsel and Secretary
Title of Authorized Representative (Print)

Dated: April 29, 2019



Signed, sealed, and delivered in the presence of:

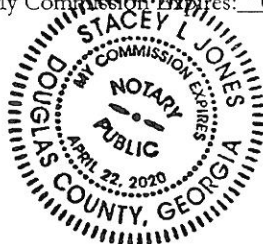
Tamara C. Fischer
Unofficial Witness (Signature)

Tamara C. Fischer
Unofficial Witness Name (Print)

2 mlk sr dr SE, Ste 1456 East Tower
Atlanta, GA 30334
Unofficial Witness Address (Print)

Stacey L Jones
Notary Public (Signature)

My Commission Expires: 4-22-2020



For the State of Georgia
Environmental Protection Division:

[Signature] (Seal)

Richard E. Dunn
Director

Dated: 5/3/19
(NOTARY SEAL)

eFiled & eRecorded
DATE: 5/10/2019
TIME: 10:04 AM
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Exhibit A
Legal Descriptions

Exhibit A-1

Legal Description for Southwire Carrollton Copper Division Process Area

All that tract or parcel of land lying and being located in land lots 229, 230 and 252 of the 5th district, City of Carrollton, Carroll County, Georgia and being more particularly described as follows; beginning at the intersection of the north right of way of Central High Road (80' right of way) with the east right of way of Central of Georgia Railroad (100' right of way); from said point of beginning thence running along the east right of way of Central of Georgia Railroad N 16°10'31" W for a distance of 42.50' to a point; thence continue running N 19°05'53" W for a distance of 131.26' to a point; thence continue running N 22°44'07" W for a distance of 103.13' to a point; thence continue running N 25°58'15" W for a distance of 102.60' to a point; thence continue running N 29°05'08" W for a distance of 97.74' to a point; thence continue running N 31°30'59" W a distance of 104.12' to a point; thence running N 33°05'55" W for a distance of 102.63' to a point; thence running N 33°21'50" W for a distance of 104.69' to a point; thence running N 33°22'05" W for a distance of 99.67' to a point; thence continue running N 33°27'43" W for a distance of 102.59' to a point; thence continue running N 33°39'32" W for a distance of 99.23' to a point; thence continue running N 34°06'19" W for a distance of 104.26' to a point; thence continue running N 36°17'02" W for a distance of 103.42' to a point; thence continue running N 39°20'51" W for a distance of 101.16' to a point; thence continue running N 41°57'39" W for a distance of 104.43' to a point; thence continue running N 42°55'48" W for a distance of 115.99' to a point on the south right of way of Highway 166 Carrollton Bypass; thence running along said right of way a curve turning to the left with an arc length of 754.24', with a radius of 3969.76', with a chord bearing of N 72°03'56" E, with a chord length of 753.11' to a point; thence continue running S 87°55'15" E for a distance of 68.58' to a point; thence running along a curve turning to the left with an arc length of 1157.15', with a radius of

3999.72', with a chord bearing of N 57°26'51" E, with a chord length of 1153.12' to an iron pin found; thence leaving said right of way and running S 41°25'39" E for a distance of 320.29' to an iron pin found; thence running S 41°27'20" E for a distance of 589.51' to an iron pin found; thence running S 25°11'58" E for a distance of 357.24' to an iron pin found; thence running S 36°42'52" W for a distance of 330.79' to a fence corner; thence running S 38°00'05" W for a distance of 1061.35' to a point on the north right of way of Central High Road; thence running along said right of way running N 79°29'35" W for a distance of 38.88' to a point; thence running N 85°01'33" W for a distance of 111.33' to a point; thence running S 83°09'19" W for a distance of 108.82' to a point; thence continue running S 79°45'11" W for a distance of 129.05' to a point; thence continue running S 78°17'29" W for a distance of 221.25' to a point; thence continue running S 78°45'14" W for a distance of 209.18' to a point and the point of beginning; said tract contains 69.49 acres according to a survey for Southwire Carrollton Copper Division prepared by Georgia and West, Inc dated August 29, 2011 and last revised December 14, 2018.

Exhibit A-2

Legal Description for Southwire Carrollton HWMU B

All that tract or parcel of land lying and being located in land lot 229 of the 5th district, City of Carrollton, Carroll County, Georgia and being more particularly described as follows; to reach the point of beginning commence at the point of intersection of the centerlines of Norfolk Southern Railroad and Central High Road; thence running N 03°41'46" W for a distance of 646.45' to a point on the face of a wall and the point of beginning; thence running along the face of a wall N 52°00'31" W for a distance of 129.02' to a point; thence continue running along said wall N 38°46'23" E for a distance of 3.26' to a point; thence continue running along said wall N 52°00'34" W for a distance of 240.63' to the corner of a wall; thence running along and leaving said wall N 06°52'12" W for a distance of 167.41' to a point; thence running N 38°11'58" E for a distance of 135.22' to a point; thence running S 47°44'13" E for a distance of 53.89' to a metal post; thence running S 47°44'13" E for a distance of 434.66' to a point; thence running S 37°59'13" W for a distance of 220.75' to a point and the point of beginning; said tract contains 2.49 acres according to survey for Southwire Company HWMU B prepared by Georgia and West, Inc dated March 28, 2011 and last revised December 7, 2018.

eFiled & eRecorded
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Exhibit B
Site Location Maps

